

June 2004
(revised March 2006)

GPC

General Practitioners
Committee

Focus on salaried GPs

Guidance for GPs

BMA 

Focus on salaried GPs

This guidance note has been produced by the General Practitioners Committee (GPC) to help Local Medical Committees (LMCs), GPs, practice managers and Primary Care Trusts (PCTs) understand the new model terms and conditions for salaried GPs, which came into effect under the new General Medical Services (nGMS) contract . It is one of a series of guidance notes on the new contract.

We would advise all GPs to read the contract document, supporting documentation and new contract documentation (www.bma.org.uk/ap.nsf/Content/Hubthenewgmscontract). The GPC has also produced a list of frequently asked questions (www.bma.org.uk/ap.nsf/Content/Hubgeneralpractitionersfaqs).

Although there may be some differences in process in each of the four countries of the UK, the principles of this guidance apply to all.

Salaried GPs

An increasing number of GPs have expressed a preference for salaried contracts. The global sum gives practices new flexibility to appoint salaried staff. Primary Care Organisations (PCOs), with the new opportunity of direct provision, can now offer a salaried option. This document focuses on GPs employed by General Medical Services (GMS) practices and by PCOs. In the future there will be the opportunity to work as a salaried GP for an Alternative Provider of Medical Services (APMS).

Who is a salaried GP?

The term “salaried GP” can be used to describe any GP who is employed by a practice, a PCO or an Alternative Providers Medical Services (APMS). It includes the following:

- Assistants
- Associates
- GP Retainees
- Flexible Career Scheme GPs
- Returner Scheme GPs
- Salaried GPs who are employed to work out-of-hours.

Funding for GMS practice-employed salaried GPs is via the practice's global sum payments or contract price. The exception to this is the salary of a Flexible Career Scheme, Returner Scheme or Retainee GP for which a practice receives reimbursement via their PCO (as set out in the Statement of Financial Entitlements for nGMS practices). Funding for a PCO-employed GP comes directly from PCO-administered funds.

Terms and conditions for salaried GPs

Model terms and conditions for salaried GPs employed by both GMS practices and PCOs were published in April 2003 as part of the supporting documentation to the new GMS contract. The National Health Service (General Medical Services Contracts) Regulations 2004 (Statutory Instrument 2004, number 291) states that:

“The contractor shall only offer employment to a general medical practitioner on terms and conditions which are no less favourable than those contained in the "Model terms and conditions of service for a salaried general practitioner employed by a GMS practice" [henceforth referred to as “the Model”] published by the British Medical Association and the NHS Confederation as item 1.2 of the supplementary documents to the new GMS contract 2003.” (Schedule 6, part 4, paragraph 63.)

This will be reflected in the standard nGMS contract for GMS practices.

GMS practices and PCOs that offer employment to a new salaried GP on or after 1 April 2004 must do so on terms and conditions no less favourable than the Model. Employers will have the flexibility to offer enhanced terms and conditions in order to aid recruitment, but it will not be possible to offer less favourable terms and conditions. There are severe consequences for a GMS practice which does not offer at least the Model contract to a new salaried GP, with the ultimate sanction being the withdrawal by the PCO of the nGMS provider contract. This is set out in schedule 6, paragraph 115 of the above Regulations (www.opsi.gov.uk/si/si2004/20040291.htm#115c). PCOs are also obliged to offer at least the Model contract and if this is not adhered to then ultimately an instruction can be sent from the Health Department. If you are employed by a GMS practice or PCO and have not been offered the minimum terms and conditions, please contact AskBMA (BMA members only) or your LMC for advice.

Whether the Model applies to those already employed before 1 April 2004 is being discussed with NHS Employers. **The GPC recommends that practices and PCOs should, from 1 April 2004, ensure that the terms and conditions of service for all of their salaried GPs should be no less favourable than the Model.** This will ensure that contractors will not face a discrimination claim (e.g. under the Part Time Workers Regulations or sex discrimination legislation) which may result from employing salaried GPs on different terms and conditions of employment. GPs already working in an employed capacity should check whether their contracts are comparable to the model salaried GP contract, and particularly ensure that they comply with current employment law, including the European Working Time Directive.

The GPC does not wish to see Personal Medical Services (PMS) or APMS employed GPs disadvantaged in relation to their GMS and PCO employed colleagues and recommends that PMS practices and APMS providers also update the terms and conditions of their salaried GPs. PMS practices should not be financially disadvantaged in relation to GMS practices and should ensure that their budgets are increased to allow them to adopt the new salaried contract. Failure by PMS practices and APMS providers to follow the minimum terms and conditions of the model salaried contract could result in poor recruitment and retention, with the migration of salaried GPs to nGMS practices.

Flexible Career Scheme, Retainer Scheme and Returner Scheme GPs

Flexible Career Scheme (FCS), Retainer and Returner Scheme GPs who are employed by a GMS practice or PCO since 1 April 2004 may not be offered terms and conditions that are less favourable than that of the agreed Model minimum terms and conditions for salaried GPs. In addition these schemes have specific features, particularly regarding educational time, which should be taken into account.

The GPC has recently published a model contract of employment for FCS GPs (www.bma.org.uk/ap.nsf/Content/flexiblecontract). This model contract uses the agreed and binding minimum model salaried GP contract as its basis, with amendments made to incorporate the terms of the Scheme and offers some enhanced conditions for such doctors. It is recommended that practices wishing to employ a FCS GP do so according to this model contract of employment for FCS GPs.

The GPC has recently updated its model contract for Retainer Scheme GPs (www.bma.org.uk/ap.nsf/Content/contractretainerGP). The GPC is now working on producing a model contract for GP Returners, which will also be available on the BMA website once finalised.

Both the Retainer Scheme and Flexible Career Scheme are for fixed terms. The GPC lawyer has advised that, whilst legally it is generally understood that fixed term contracts such as FCS and Retainer Schemes can exist, the consequences of having a fixed term contract and being employed under it for a period of one year or more means that an employee may be entitled to full employment rights. If your employment contract is based on the model salaried GP contract, the GPC model FCS contract or the new GPC model retainer contract, then your previous NHS service may also be taken into account in determining your

length of service. To dismiss a GP because the fixed term contract (or retainer scheme and FCS with funding from the PCO) has come to an end may not be viewed as reasonable and may result in the dismissed employee seeking compensation through an employment tribunal. Employers are obliged to ensure that they have a fair reason for dismissal and that they have followed the correct procedure for dismissal. Obviously any possible ensuing problems will not materialise should the GP be retained by the practice in an equivalent salaried position. Salaried GPs and their employers are therefore advised to seek individual expert advice from the BMA (if a BMA member) should a problem arise.

What do the Model terms and conditions for salaried GPs contain?

The Model terms and conditions bring important improvements to the terms and conditions of salaried GPs, in line with the terms and conditions of other salaried doctors in the NHS.

Hours of work

Full time is defined as 37.5 hours (9 notional sessions of 4 hours and 10 minutes). Working hours should be carefully defined in a job plan. The ratio of contracted hours in relation to this definition of full time determines a less than full-time employee's minimum entitlements to annual leave, public holidays, protected Continuing Professional Development (CPD) time and pensionable service.

The salary of part-time employees should be calculated pro rata in relation to this definition of full time hours - for example, a GP employed for five sessions should receive 5/9ths of the full time salary. If a salaried GP accepts a contract of more than 37.5 hours then the extra time must be recognised by a pro-rata increase in salary. Salaried GPs are pensioned in the NHS pension scheme as assistant practitioners using the GP dynamisation pension calculation method. It should be borne in mind that any hours worked in excess of full-time are non-pensionable. Further information about the pension arrangements for salaried GPs is given in the BMA Pensions Department factsheet for GPs (www.bma.org.uk/pensions?OpenDocument?Login).

Practitioners employed in salaried posts will have the basic rights and protection as the Working Time Regulations provide. This includes (but is not limited to):

- a working time limit of an average working week of 48 hours a week which a worker can be required to work (though workers can choose to work more if they sign an individual waiver form)
- a right to a minimum 20 minutes' rest break where the working day is longer than 6 hours.

It is an employer's duty to ensure that employees are given adequate rest breaks. The EWTD times quoted above are the minimum, and where work patterns can be intensive or stressful there is a case for longer breaks to be implemented. Extra non-contractual hours must be mutually agreed and should be either remunerated or recognised with time off in lieu.

Job Plan

This is a key appendix of the Model contract. This should outline the employee's normal duties, workload and important non-clinical roles undertaken within paid work time, such as participation in practice meetings, clinical governance, primary health care team meetings, etc. An element of flexibility between both parties, for example regarding working later when busy and leaving early when not so busy and for childcare reasons, may be mutually agreed. An example of what to include in the job plan is appended to this guidance. The GPC has also produced detailed guidance on job planning at: <http://www.bma.org.uk/ap.nsf/Content/jobplannov05>.

Continuity of service with respect to various benefits (e.g. maternity and sickness benefits)

Under the Model, the level of entitlement to maternity, sickness and some other benefits is based on a GP's previous NHS work (including work as a GP principal/GP provider) and not just on the duration of their employment with their current employer. Paragraph 1.7 of the Model defines NHS employment as

previous work for an NHS Trust, PCO, Strategic Health Authority or Special Health Authority (or any of the predecessors in title of those bodies or the equivalent bodies in Wales, Scotland and Northern Ireland), together with time as a GP provider or performer.

Details of what breaks in service do not affect continuity of service are detailed in the maternity and sickness sections.

Continuing Professional Development

Full-time salaried GPs are entitled to one session (four hours and 10 minutes) per week on an annualised basis of protected professional development time. This is adjusted on a pro-rata basis for part-time workers and is subject to a minimum for FCS and Retainer Scheme doctors.

The use of the CPD time will depend on the educational needs of the doctor as specified by their appraisal and personal development plan (PDP). The protected CPD time must be used for professional development. It may include time spent developing/updating a personal development plan, on courses, private study, specific clinical refresher experience and audit. It may also include practitioner group meetings and participation in practice meetings, provided that these have a largely educational component and are used to complement (rather than replace) other CPD sessions.

Redundancy

Under the model contract, if a salaried GPs is made redundant then provided that the GP has two or more years of continuous NHS service (including previous NHS hospital or GP work) he will be eligible for redundancy payments. It is not necessary for the salaried GP to have two years of service with the current employer.

For all employees, including salaried GPs, there are certain criteria that must be met before a redundancy situation applies (ie the dismissal of a salaried GP does not automatically mean that they have been made redundant). When considering the end of a contract of employment for a salaried GP, practices should seek expert legal advice (BMA members may contact askBMA - email: askbma@bma.org.uk; telephone 0870 6060828) with respect to both dismissal and redundancy.

Please also see the later section and table on leave entitlement.

Appraisal

Under the Performers List regulations for nGMS and PMS, it is compulsory for all NHS GPs (including salaried GPs) to participate in NHS GP appraisal.

Adequate time must be set aside during working hours for a salaried GP to prepare for NHS GP appraisal. Additional protected GPD time may be required for this. The GPC has estimated that the first appraisal will require at least 6 1/4 hours of preparation time, regardless of whether a GP works full or part-time.

All salaried GPs must be allowed sufficient protected time to prepare for appraisal during working hours. The appraisal interview should also take place during a GP's normal working hours, but if this is not possible, the interview may be held outside of working hours provided that the salaried GP agrees and receives appropriate reimbursement or time off in lieu.

Funding for appraisal for salaried GPs employed by a GMS practice is via an appraisal premium which is included in the practice's global sum. Comparable arrangements should be in place for PMS practices. Funding for appraisal for PCO-employed GPs and freelance GPs is via the PCO. Further details are available in the GPC guidance note on appraisal funding (www.bma.org.uk/ap.nsf/Content/appraisfund031104?OpenDocument?Login).

Sickness and maternity leave benefits

Practitioners will be entitled to the provisions of the General Whitley Council Handbook. These leave benefits are further explained later in this guidance note.

LMC levies

Under the Model, the employer (i.e. the practice or the PCO) will pay the LMC voluntary levy for the salaried GP.

The salary for employed GPs

The Doctors' and Dentists' Review Body's (DDRB's) suggested range for 2005/2006 is £49,248 to £74,816 for full-time salaried GPs (an overall uplift of 3.225% on the 2004/05 figures). This is only a minimum range, and PCO and practice employers have the flexibility to offer enhanced pay rates to aid recruitment, but cannot offer less than this range in assessing the appropriate salary. The principle of local job evaluation should apply and personal experience and length of NHS service should be taken into account.

The GPC has previously published guidance to assist salaried GPs in their salary negotiations (www.bma.org.uk/ap.nsf/Content/negotiatingSalary?OpenDocument&Login).

The GPC recommends that salaried GPs should ensure that they will receive an annual pay uplift (e.g. in line with inflation, and if available in line with the Government's decision on the pay of general practitioners following the recommendation of the Doctors' and Dentists' Review Body). They should also receive an annual pay increment, for example linked to the GP providers' seniority payment scale. The details of this and how this will be calculated should be included in the written contract of employment.

Given that salaried GPs add to the quality of services provided by practices, this should be taken into consideration when negotiating salary and future uplifts. Possibilities are for salaried GPs to receive a percentage increase or bonus payment on top of their standard annual and incremental uplifts to reflect their contribution to the practice's achievement under the Quality and Outcomes Framework (QOF). We are aware of some practices who have already committed to reward all their staff with a bonus payment as they are confident that the practice will gain through QOF.

When calculating the salary for less and more full-time salaried GPs, please also see the earlier section of hours of work.

Maternity leave benefits

Under the terms and conditions of the Model for salaried GPs, salaried GPs will be entitled to the provisions of the Whitley Council Handbook (Section 6).

The most recent changes to the maternity leave arrangements of the General Whitley Council benefits were identified in the Department of Health's Advance Letter (GC) 1/2003, which is available on the Department's website (www.dh.gov.uk/assetRoot/04/06/24/69/04062469.PDF). Section 6 of the General Whitley Council Handbook is attached to the letter and explains the maternity leave and pay entitlements of NHS employees under the NHS contractual maternity leave scheme.

In summary:

- a salaried GP working full-time or part-time will be entitled to paid and unpaid maternity leave if she has 12 months of continuous service with one or more NHS employers at the beginning of the eleventh week before the expected week of childbirth

- the amount of contractual maternity pay receivable is as follows:
- for the first eight weeks of absence, the employee will receive full pay, less any Statutory Maternity Pay or Maternity Allowance receivable
- for the next 14 weeks, the employee will receive half of full pay plus any Statutory Maternity Pay or Maternity Allowance receivable providing the total amount does not exceed full pay
- for the next four weeks, the employee will receive the standard rate of Statutory Maternity Pay or Maternity Allowance.
- with prior arrangement of the employer the entitlement may spread differently across the maternity leave
- employees will also be entitled to 26 weeks of unpaid leave.

For the purposes of calculating whether a salaried GP meets the 12 months of continuous service qualification, the following breaks in service are disregarded (though does not count as service):

- a break in service of three months or less
- employment as a GP locum for a period not exceeding 12 months
- absence due to maternity leave (paid or unpaid).

Further details on this are set out in the Whitley Council Handbook, section 6, part C.

The Advance Letter also explains entitlements to paternity, adoption and related leave under the provisions of the Whitley Council Handbook.

Further information about maternity rights and statutory maternity pay is available on the Department of Trade and Industry website:

- Maternity leave changes - www.dti.gov.uk/er/matleifr.htm or
- Individual rights of employees - www.dti.gov.uk/er/individual/rights-pl716.htm

There is also information available on the Department for Work and Pensions website (www.dwp.gov.uk/lifeevent/famchild/).

Sickness leave benefits

According to the Model, “a practitioner absence from duty owing to illness, injury or other disability shall... be entitled to receive an allowance in accordance with the NHS scale contained in paragraph 225 of the Hospital Conditions of Service.”

This means that salaried GPs will be able to receive the following sick leave allowances:

- during the first year of NHS service: one month’s full pay and (after completing four months’ service) two months’ half pay
- during the second year of NHS service: two months’ full pay and two months’ half pay
- during the third year of NHS service: four months’ full pay and four months’ half pay
- during the fourth and fifth years of NHS service: five months’ full pay and five months’ half pay
- after completing five years of NHS service: six months’ full pay and six months’ half pay

All previous NHS service (including locum service), without a break of more than 12 months, is aggregated for the purposes of sick leave. There are specific circumstances in which a break of more than

12 months does not mean a break in qualifying service.

Further details are contained in paragraphs 225 to 244 of the Hospital Medical and Dental Staff terms and conditions of service (www.dh.gov.uk/assetRoot/04/07/40/14/04074014.PDF) and section 57 of the Whitley Council Handbook.

Risk management of maternity and sickness leave

In the event that a salaried GP takes leave for maternity, paternity, adoption or sickness leave, their practice will typically employ locums to maintain the level of services that it normally provides. A practices' entitlements to the funding for such locums is detailed in the Statement of Financial Entitlements (SFE) (www.dh.gov.uk/assetRoot/04/06/71/92/04067192.pdf). The SFE's suggested maximum locum payment to practices is currently £943.33 per week for a full-time locum, although PCOs have the discretion to pay more.

The provision for locum funding allows PCO discretion, with the SFE suggested condition that external locum GPs be employed to cover the work of the absent doctor and that full entitlements are paid to the absent doctor. The GPC continues to press the Department of Health for more definitive entitlements to practices for locums covering maternity, paternity, adoption and sickness leave.

The GPC recommends the following actions:

- LMCs should discuss the local funding of locum arrangements with their PCOs to ensure that practices in their area will receive funding for locum cover of salaried GPs in the event of sickness, maternity, paternity, adoption or sickness leave
- practices should consider purchasing locum insurance to cover all of their salaried GPs (and possibly other staff as well). This would ensure that a practice would not be out of pocket in the event that a salaried GP required sickness, maternity, paternity, adoption or sickness leave.

Leave entitlements under the Model

The table below will assist salaried GPs in calculating their leave entitlements under the Model. The table does not take into account any adjustments that might have to be made to the CPD entitlement if the salaried GP takes maternity leave or sick leave.

Please note that a full-time salaried GP is entitled to 10 statutory and public holidays (pro rata for part-time salaried GPs) per annum. This includes two "NHS days" which NHS staff receive and these two days may be taken at any time by the salaried GP.

Number of sessions per week	Total number of sessions per annum	Number of sessions of annual leave per annum	Number of sessions of statutory and public holidays per annum	Remaining number of sessions per annum	CPD sessions per annum [an explanation of what these sessions include is given above)	Clinical sessions per annum
X	X x 52	X x 6	X/9 x 20	Y	Y/9 = Z	Y - Z
9	468	54	20	394	44	350
8	416	48	18	350	39	311
7	364	42	16	306	34	272
6	312	36	13	263	29	234
5	260	30	11	219	24	195
4	208	24	9	175	19	156
3	156	18	7	131	15	116
2	104	12	5	87	10	77

*Please note that Flexible Career Scheme and Retainer Scheme GPs are entitled to a minimum of 8 protected sessions per year for CPD regardless of working hours.

Frequently asked questions

Q Can I be a member of the NHS superannuation scheme as a salaried GP?

A Yes.

Q Can GMS practices be made to use the new salaried contracts? Surely if they sign the new GMS standard contract which stipulates they will use nothing less favourable than the new salaried contract, they do have to use it? Where is the legal loophole?

A There is no loophole. Clause 339 of the standard contract is clear (and this is replicated earlier in this guidance note). We wish to see salaried doctors properly protected. We believe that clause 339 gives the necessary protection.

Q As a salaried GP am I eligible for seniority payments?

A We recommend that your initial salary should take into account your previous experience with an annual cost of living increase and an annual increment payable thereafter to reflect your increasing experience. However, salaried GPs are not eligible for seniority payments under the Statement of Financial Entitlements (SFE). Under the SFE seniority payments are only paid to GP contractors, not salaried GPs.

Q Will there be national terms and conditions for GPs with special interests (GPwSIs)?

A It is difficult to define GPSIs precisely although the RCGP has attempted to define such roles. Salaried GPs with specialist roles who are GMS practice or PCO employed must receive at least the minimum terms and conditions of service as set out in the Model salaried GP contract. Those who are PMS employed should also receive at least those minimum terms. We also advise all salaried GPs to consult with the GPC's "Negotiating your salary" guidance note (www.bma.org.uk/ap.nsf/Content/negotiating_salary?OpenDocument&Login).

For further information

For any further information about salaried GPs and the new contract, please contact the BMA via AskBMA on 0870 6060 828 or email: askBMA@bma.org.uk (BMA members only) or your Local Medical Committee.

BMA members wishing to access information about maternity and sickness entitlements should contact their local BMA office.

(1) These Model terms and conditions are the minimum terms and conditions of the "Model terms and conditions of service for a salaried general practitioner employed by a GMS practice" set out in schedule 6, part 4, paragraph 63 of the National Health Service (General Medical Services Contracts) Regulations 2004 (Statutory Instrument 2004, number 291).

Appendix

Job Plan

Doctor' name:

Date of start of job plan: _____

Date of start of post (where different to the above) _____

Date for review of job plan: (usually 8 weeks after a new one or any significant change, and then annually)

Contracted weekly hours..... (or sessions)

Day	Start time	Finish time	Workload and duties description (*)
Monday			Number of surgery appointments: am: _____ pm: _____ Number of visits _____. Estimated time for admin: _____ <i>Where applicable:</i> Time of meetings: start _____ finish _____ Monthly/ weekly/other (please delete) <i>Other comments or duties (e.g. teaching, GPSI):</i> Adjustment to workload when meetings occur (e.g. minus x appointments, or no visits etc): _____
Tuesday			Number of surgery appointments: am: _____ pm: _____ Number of visits _____. Estimated time for admin: _____ <i>Where applicable:</i> Time of meetings: start _____ finish _____ Monthly/ weekly/other (please delete) <i>Other comments or duties (e.g. teaching, GPSI):</i> Adjustment to workload when meetings occur (e.g. minus x appointments, or no visits etc): _____
Wednesday			Number of surgery appointments: am: _____ pm: _____

Day	Start time	Finish time	Workload and duties description (*)
			<p>Number of visits _____.</p> <p>Estimated time for admin: _____</p> <p><i>Where applicable:</i> Time of meetings: start _____ finish _____ Monthly/ weekly/other (please delete)</p> <p><i>Other comments or duties (e.g. teaching, GPSI):</i> Adjustment to workload when meetings occur (e.g. minus x appointments, or no visits etc): _____</p>
Thursday			<p>Number of surgery appointments: am: _____ pm: _____</p> <p>Number of visits _____.</p> <p>Estimated time for admin: _____</p> <p><i>Where applicable:</i> Time of meetings: start _____ finish _____ Monthly/ weekly/other (please delete)</p> <p><i>Other comments or duties (e.g. teaching, GPSI):</i> Adjustment to workload when meetings occur (e.g. minus x appointments, or no visits etc): _____</p>
Friday			<p>Number of surgery appointments: am: _____ pm: _____</p> <p>Number of visits _____.</p> <p>Estimated time for admin: _____</p> <p><i>Where applicable:</i> Time of meetings: start _____ finish _____ Monthly/ weekly/other (please delete)</p> <p><i>Other comments or duties (e.g. teaching, GPSI):</i> Adjustment to workload when meetings occur (e.g. minus x appointments, or no visits etc): _____</p>
On-call duties			<p>How many times a month, year?:</p> <p>Where on call duties extend normal weekly hours (e.g. earlier start or later finish times <i>please select</i>):</p>

Day	Start time	Finish time	Workload and duties description (*)
			1-These hours have been added into the contracted total or 2-time in lieu will be taken on this basis: (e.g. like flexitime on a monthly basis, etc) _____
TOTAL WEEKLY HOURS			

NB - Periods of duty do not need to be exact multiples of sessions e.g. short days are permissible as long as the hours are all counted e.g. 2 days 9am to 3pm and one day 9am to 1.40pm = 4 sessions.

Practice meetings	Frequency e.g. monthly, weekly	Day and time
<ul style="list-style-type: none"> • Primary health care team • business meetings • educational meetings • other 		

Continuing Professional Development (CPD) provision within this post:

CPD Entitlement in sessions

Number of contracted session per week	9	8	7	6	5	4	3	2	1
CPD sessions per annum	44	39	34	29	24	19	15	10	5(*8)

CPD Entitlement/annum in hours is the number of weekly contracted hours X 4.86. e.g. if contracted to work 18 hours/week the annual CPD entitlement is 87.5 hours/annum or 21 sessions of 4 hours and 10 minutes.

X CPD entitlement per annum : _____ Sessions/annum or _____ hours/annum

Arrangement to take CPD time:

Time in practice education: (frequency, times, total annual estimated time)

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Time for CPD out of practice

e.g. example: total annual entitlement is 24 session a year of which 12 are used attending weekly practice educational meetings, this leaves 12 sessions, to be taken monthly on the first Wednesday morning of each month.

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